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|--|--|--|--|--|------------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DXA2 | Page 1 of 51 |
| 2. Contract No. | | 3. Solicitation No. W31P4Q-07-R-0167 | | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2007JUN25 | 6. Requisition/Purchase No. MP 0186 07 |
| 7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-SM-P REDSTONE ARSENAL AL 35898-5280 WEAPON SYSTEM: PATRIOT | | | Code W31P4Q | 8. Address Offer To (If Other Than Item 7) US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-AC BLDG 5303 REDSTONE ARSENAL, AL 35898 | | |

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2007JUL26 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|----------------------------------|---|--|
| 10. For Information Call: | Name EMILY CRITTENDEN E-mail address: EMILY.CRITTENDEN@US.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (256)955-8112 |
|----------------------------------|---|--|

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
| | | | |
| | | | |

| | | | | | |
|--|--|---|-----------------|--|-----------------------|
| 15A. Contractor/Offeror/Quoter | | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) | |
| 15B. Telephone Number (Include Area Code) | | 15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer | | 17. Signature | 18. Offer Date |

AWARD (To be completed by Government)

| | | | | |
|--|--|-------------------|---|--|
| 19. Accepted As To Items Numbered | | 20. Amount | 21. Accounting And Appropriation | |
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) | |
| 24. Administered By (If other than Item 7) | | | 25. Payment Will Be Made By | |
| SCD PAS ADP PT | | | | |
| 26. Name of Contracting Officer (Type or Print) | | | 27. United States Of America _____ (Signature of Contracting Officer) | |
| | | | 28. Award Date | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

| | | | |
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| Name of Offeror or Contractor: | | | |

SECTION A - SUPPLEMENTAL INFORMATION

A-1. This solicitation is for effort resulting from Phase I, Phase II, and Phase II Plus Small Business Innovative Research (SBIR) awards. This effort is a Firm Fixed Price, Phase III, SBIR award.

A-2. The contractor as an independent contractor and not as an agent of the Government, shall on the terms and conditions more particularly described herein, furnish the necessary management, labor, facilities and materials, (except as specified herein to be furnished by the Government) necessary for and incidental to the performance of the Statement of Work set forth in Attachment 002, PATRIOT Missile Environmental Monitoring system (PMEMS), dated 29 May 2007 and Performance Specification, Item Specification, PATRIOT Missile Environmental Monitoring System, MIS-PRF-54634B, dated 18 Jul 2006. Performance of work shall be in accordance with the Statement of Work, 2007 May 29, Attachment 002.

*** END OF NARRATIVE A0001 ***

Option CLIN 0005 Range Qty 1-480 and Option CLIN 0006 Range Qty 1-480 may be exercised multiple times during the option exercise period as long as the total does not exceed the maximum quantity of 480.

Option CLIN 0007 may be exercised multiple times during the option exercise period as long as the total of the option exercises does not exceed the 37 months after the basic award (CLIN 0001).

*** END OF NARRATIVE A0002 ***

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0001 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: PMEMS SECURITY CLASS: Unclassified</p> <p>PRON: 4Q5D603857 PRON AMD: 01 AMS CD: 23100962017</p> <p>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: IAW SOW PARA 3.7 LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W80FH07120D601 W45G19 L 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GGK <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 25 0180 002 25 0210 003 30 0240 004 15 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000</p> | 95 | EA | \$ _____ | \$ _____ |
| 0002 | <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: PMEMS KUWAIT FSCM: 00000 PART NR: 000000000 SECURITY CLASS: Unclassified</p> | 187 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <div>PRON: J57D67294Q PRON AMD: 01</div> <div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SOW PARA 3.7 LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DOC </div> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003AB | IAW SOW PARA 3.7 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 10 0300 FOB POINT: Destination SHIP TO: (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000 | 12 | EA | \$ | \$ |
| | <u>PRODUCTION QUANTITY</u> | | | | |
| | NOUN: NAMSA - GREECE | | | | |
| | <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SOW PARA 3.7 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin | | | | |
| | <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 12 0330 FOB POINT: Destination SHIP TO: (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000 | | | | |
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0003AC | <p><u>PRODUCTION QUANTITY</u></p> <p>3</p> <p>NOUN: NAMSА - SPAIN</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SOW PARA 3.7 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 3 0300</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000</p> | 3 | EA | \$ _____ | \$ _____ |
| 0003AD | <p><u>PRODUCTION QUANTITY</u></p> <p>2</p> <p>NOUN: NAMSА SPARES</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SOW PARA 3.7 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 2 0360</p> | 2 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| 0004 | FOB POINT: Destination | | | | |
| | SHIP TO: (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000 | | | | |
| | DATA ITEM | | | \$ ** NSP ** | \$ ** NSP ** |
| 0005 | SECURITY CLASS: Unclassified | | | | |
| | Delivery of all data requirements shall be in accordance with Exhibit "A", Contract Data Requirements List, DD 1423. Contract Data Requirements List applies to all options, if exercised. (End of narrative B001) | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | PRODUCTION QUANTITY | | | \$ | \$ |
| | NOUN: PMEMS OPTION I RANGE 1-480 SECURITY CLASS: Unclassified | | | | |
| | The offeror should propose range quantities based on price breaks with a minimum quantity of 1 and a maximum quantity of 480. | | | | |
| | Qty Range Price \$ \$ \$ \$ \$ | | | | |
| | The Option exercise period is from 14 months after basic award (CLIN 0001) through 26 months after basic award. | | | | |
| | This Option may be exercised multiple times up to the | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | |
|------------------|---|------------------|--------------|------------|----------|-------|----------|-------|----------|-------|----------|-------|----------|--|--|----------|
| 0006 | <p>maximum quantity of 480. Delivery will be at a maximum rate of 40 per month.</p> <p>The Option delivery schedule is 12 months after exercise of the option quantity.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SHIP TO: (W45G19) XR W390 Red River Munitions Ctr Highway 82 West CL V TPF Gate 44, Bldg 184 Texarkana, TX 75507-5000</p> <p>(End of narrative F001)</p> | | | | | | | | | | | | | | | |
| | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: OPTION II, RANGE 1-480 SECURITY CLASS: Unclassified</p> <p>The offeror should propose range quantities based on price breaks with a minimum quantity of 1 and a maximum quantity of 480.</p> <table><tr><td><u>Qty Range</u></td><td><u>Price</u></td></tr><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr></table> <p>The Option exercise period is from 25 months after basic award (CLIN 0001) through 37 months after basic award.</p> <p>This Option may be exercised multiple times up to the maximum quantity of 480. Delivery will be at a maximum rate of 40 per month.</p> <p>The Option delivery schedule is 12 months after exercise of the option quantity.</p> | <u>Qty Range</u> | <u>Price</u> | _____ | \$ _____ | _____ | \$ _____ | _____ | \$ _____ | _____ | \$ _____ | _____ | \$ _____ | | | \$ _____ |
| <u>Qty Range</u> | <u>Price</u> | | | | | | | | | | | | | | | |
| _____ | \$ _____ | | | | | | | | | | | | | | | |
| _____ | \$ _____ | | | | | | | | | | | | | | | |
| _____ | \$ _____ | | | | | | | | | | | | | | | |
| _____ | \$ _____ | | | | | | | | | | | | | | | |
| _____ | \$ _____ | | | | | | | | | | | | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SHIP TO: (W45G19) XR W390 Red River Munitions Ctr Highway 82 West CL V TPF Gate 44, Bldg 184 Texarkana, TX 75507-5000</p> <p>(End of narrative F001)</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: OPTION III FAILURE ANALYSIS SECURITY CLASS: Unclassified</p> <p>Option III, Failure Analysis, 40-1040 MANHOURS</p> <p>(End of narrative A001)</p> <p>This Option may be unilaterally exercised by increments of 40 hours (one week) one or more times up to maximum of 1040 manhours.</p> <p>The option exercise period is seven months after basic award (CLIN 0001) through 37 months after basic award.</p> <p>The period of performance is 7 months after CLIN 0001 award through 37 months after award.</p> <p>Government acceptance will be by certificate of completion.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> | | | | \$ _____ |
| 0007 | <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: CONTRACTOR MANPOWER REPORTING SECURITY CLASS: Unclassified</p> | | | | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | |
|---|--|-------------------------|------|------------|----------|-------------------|-----------------|-------------------------|------------|----|------|------------|----|------|------------|
| 0009 | The contractor shall propose Manpower Reporting in accordance with Statement of Work, paragraph 3.6.1, Attachment 0001, as a separately priced CLIN or as Not Separately Priced (NSP). | 27 | EA | \$ _____ | \$ _____ | | | | | | | | | | |
| | (End of narrative B001) | | | | | | | | | | | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin | | | | | | | | | | | | | | |
| | <u>PRODUCTION QUANTITY</u> | | | | | | | | | | | | | | |
| | NOUN: NAMSA SECURITY CLASS: Unclassified | | | | | | | | | | | | | | |
| | This CLIN consists of Netherlands - 10 each, Greece - 12 each, Spain - 3 each, and NAMSA Spares - 2 each. | | | | | | | | | | | | | | |
| | (End of narrative B001) | | | | | | | | | | | | | | |
| | <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW SOW PARA 3.7 LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial | | | | | | | | | | | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin | | | | | | | | | | | | | | |
| | <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>NAMSA (NE)</td><td>10</td><td>0300</td></tr><tr><td>NAMSA (GR)</td><td>12</td><td>0330</td></tr><tr><td>NAMSA (SP)</td><td>3</td><td>0300</td></tr><tr><td>NAMSA SPARES</td><td>2</td><td>0360</td></tr></table> | | | | | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | NAMSA (NE) | 10 | 0300 | NAMSA (GR) | 12 | 0330 | NAMSA (SP) |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | | | | | | | | | | | | | |
| NAMSA (NE) | 10 | 0300 | | | | | | | | | | | | | |
| NAMSA (GR) | 12 | 0330 | | | | | | | | | | | | | |
| NAMSA (SP) | 3 | 0300 | | | | | | | | | | | | | |
| NAMSA SPARES | 2 | 0360 | | | | | | | | | | | | | |
| (End of narrative F001) | | | | | | | | | | | | | | | |
| SHIP TO: (W45G19) XR W390 Red River Munitions Ctr Highway 82 West CL V TPF | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | Gate 44, Bldg 184 Texarkana, TX 75507-5000 (End of narrative F002) | | | | |

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | | <u>Title</u> | <u>Date</u> |
|--|-------------|---|-------------|
| D-1 | 52.208-4700 | REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) | JUN/1997 |
| If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate. | | | |

(End of Clause)

| | | | |
|--|-------------|------------------------------|----------|
| D-2 | 52.247-4700 | BAR CODE MARKINGS (USAAMCOM) | JUN/2003 |
| Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39. | | | |

(End of Clause)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|--|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG/1996 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-4 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| Upon Written Notice of Completion of effort from the contractor and necessary approvals, a certificate of completion will be issued by the procuring contracting officer and provided to the contractor to submit to DFAS for payment. | | | |

*** END OF NARRATIVE E0001 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |

| | | | |
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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Funds are not presently available for this acquisition. No contract award will be made until funds are made available.

*** END OF NARRATIVE G0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|--|-------------|
| H-1 | 52.243-4000 | ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION & SUBMISSION INSTRUCTIONS | JUN/2005 |
| 1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below. | | | |
| 2. <u>Format.</u> | | | |
| <p>a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.</p> | | | |
| <p>b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.</p> | | | |
| <p>c. Short Form Procedure: ECPs and VECPs , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."</p> | | | |
| <p>d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).</p> | | | |
| <p>e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).</p> | | | |
| <p>f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.</p> | | | |
| g. Classification of RFDs/RFWs. | | | |
| <p>(1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.</p> | | | |
| <p>(2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.</p> | | | |
| <p>(3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.</p> | | | |
| h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements. | | | |
| i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized. | | | |
| j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor | | | |

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if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

c. Hard Copy Distribution of VECPs. For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VECP that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VECP to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of

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acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

H-2. The following Government Furnished Property will be provided to the contractor upon contract award:

One Each, PATRIOT Thermistor Simulator (PTS), estimated value of \$40,000

*** END OF NARRATIVE H0001 ***

H-3 If a Performance Based Payment (PBP) plan is submitted in response to the PATRIOT Missile Environmental Monitoring System (PMEMS) RFP W31P4Q-07-R-0167, FAR 52.232-28, "Invitation to Propose Performance Based Payments", milestone schedule and dollar amounts shall be included in your proposal. The negotiated PBP plan will be incorporated at contract award.

*** END OF NARRATIVE H0002 ***

OPTION EXERCISE PERIOD, DELIVERY SCHEDULE AND PERIOD OF PERFORMANCE

CLIN 0005, Option exercise period is 14 months after basic award (CLIN 0001) through 26 months after basic award.
Option delivery schedule is 12 months after exercise of the option quantity.

CLIN 0006, Option exercise period is 25 months after basic award (CLIN 0001) through 37 months after basic award.
Option delivery schedule is 12 months after exercise of the option quantity.

CLIN 0007, Option exercise period is 7 months after basic award (CLIN 0001) through 37 months after basic award.
Option period of performance is 7 months after basic award (CLIN 0001) through 37 months after basic award.

*** END OF NARRATIVE H0003 ***

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SECTION I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2005 |
| I-9 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | JUL/2006 |
| I-11 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004) | NOV/2003 |
| I-12 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006 |
| I-13 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-14 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-15 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | JUN/1999 |
| I-16 | 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-17 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT/1997 |
| I-18 | 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT/1997 |
| I-19 | 52.215-14 | INTEGRITY OF UNIT PRICES | OCT/1997 |
| I-20 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2004 |
| I-21 | 52.215-18 | REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-22 | 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT/1997 |
| I-23 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2004 |
| I-24 | 52.222-3 | CONVICT LABOR | JUN/2003 |
| I-25 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION | JUL/2005 |
| I-26 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2006 |
| I-27 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-28 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-29 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-30 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-31 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-32 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-33 | 52.225-13 | RESTRICTION ON CERTAIN FOREIGN PURCHASES | FEB/2006 |
| I-34 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-35 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-36 | 52.230-2 | COST ACCOUNTING STANDARDS | APR/1998 |
| I-37 | 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | APR/1998 |
| I-38 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | APR/2005 |
| I-39 | 52.232-1 | PAYMENTS | APR/1984 |
| I-40 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-41 | 52.232-11 | EXTRAS | APR/1984 |
| I-42 | 52.232-17 | INTEREST | JUN/1996 |
| I-43 | 52.232-23 | ASSIGNMENT OF CLAIMS | JAN/1986 |
| I-44 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-45 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-46 | 52.233-1 | DISPUTES | JUL/2002 |
| I-47 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-48 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-49 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-50 | 52.243-1 | CHANGES--FIXED PRICE - ALTERNATE I | APR/1984 |
| I-51 | 52.243-1 | CHANGES - FIXED-PRICE | AUG/1987 |
| I-52 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-53 | 52.245-1 | GOVERNMENT PROPERTY | JUN/2007 |

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| I-54 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-55 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-56 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-57 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-58 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-59 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2004 |
| I-60 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-61 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-62 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| I-63 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-64 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | DEC/2006 |
| I-65 | 252.222-7006 | COMBATING TRAFFICKING IN PERSONS | OCT/2006 |
| I-66 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| I-67 | 252.225-7004 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD | DEC/2006 |
| I-68 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | DEC/2006 |
| I-69 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JAN/2007 |
| I-70 | 252.225-7013 | DUTY-FREE ENTRY | OCT/2006 |
| I-71 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE I | APR/2003 |
| I-72 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | MAR/2006 |
| I-73 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | JUL/2006 |
| I-74 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-75 | 252.227-7018 | RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM | JUN/1995 |
| I-76 | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE | JUN/1995 |
| I-77 | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-78 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-79 | 252.227-7034 | PATENTS--SUBCONTRACTS | APR/1984 |
| I-80 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | SEP/1999 |
| I-81 | 252.227-7039 | PATENTS--REPORTING OF SUBJECT INVENTIONS | APR/1990 |
| I-82 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-83 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | MAR/2007 |
| I-84 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-85 | 252.249-7002 | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION | DEC/2006 |
| I-86 | 52.217-7 | OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM | MAR/1989 |
| Insert -1- in the blank within the above referenced clause. | | | |
| I-87 | 52.217-8 | OPTION TO EXTEND SERVICES | NOV/1999 |
| Insert -1- in the blank within the above mentioned clause. | | | |
| I-88 | 52.217-9 | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR/2000 |
| Insert -1- and -2- in the blanks in paragraph (a); insert -3- in the blank in paragraph (c) within the above referenced clause. | | | |
| I-89 | 52.243-7 | NOTIFICATION OF CHANGES | APR/1984 |
| *Insert 60 days in the blank of paragraph b and 60 days in paragraph d. | | | |
| I-90 | 52.227-11 | PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) | JUN/1997 |

(a) Definitions.

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(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

(2) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor.

(1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention --

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this

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clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file.

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest.

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to --

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and

(ii) Convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention.

(g) Subcontracts.

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the

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patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that --

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that --

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractors licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretarys review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

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(1) Communications. -1-

(End of Clause)

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52.232-32

PERFORMANCE-BASED PAYMENTS

FEB/2002

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contracts description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractors request shall contain the information and certification detailed in paragraphs (1) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the -1- day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

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Name of Offeror or Contractor:

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officers approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractors records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractors performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

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(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) Content of Contractors request for performance-based payment. The Contractors request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contracts description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Governments title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

(a) Definitions. As used in this clause -

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means --

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(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number, and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD Unique item identification or DoD recognized unique identification equivalents.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for --
 - (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

| Contract line, subline, or exhibit line item No. | Item description |
|---|------------------|
| _____None_____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -2-.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that --
 - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the contractor:
 - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until solution is approved by ISO/IEC JTC1 SC 31. The "DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
 - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
 - (i) The Contractor shall --
 - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number;

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and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type. **

(4) Issuing agency code (if concatenated unique item identifier is used). **

(5) Enterprise identifier (if DoD concatenated unique item identifier is used). **

(6) Original part number. **

(7) Lot or batch number. **

(8) Current part number (if not the same as the original part number). **

(9) Current part number effective date. **

(10) Serial number. **

(11) Unit of measure.

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(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.html>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

I-93 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA - MODIFICATIONS

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

I-94 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-95 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause -

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

| | | |
|---------------------------|--|----------------------|
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Name of Offeror or Contractor:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to -

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that -

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall --

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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| Name of Offeror or Contractor: | | |

I-96 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:
<http://www.acqnet.gov/far>

DFARS Clauses:
<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:
<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

I-97 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES APR/2007

(a) Definitions. As used in this clause--

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist--

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized

Name of Offeror or Contractor:

representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for--

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

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| I-98 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE 1 (APR 2003) (DEVIATION) | DEC/2006 |
|------|--------------|---|----------|

(a) Definitions. As used in this clause --

(1) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an "electronic component" regardless of the tier of the end product at which it is installed.

(2) "End product" means supplies delivered under a line item of this contract.

(3) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(4) "Specialty metals" means any of the following:

(i) Steel --

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas.

(c) This clause does not apply to specialty metals --

(1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or

(2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is --

(i) Produced by the Contractor; or

(ii) If the Contractor does not produce the electronic component, produced by the subcontractor from which the electronic component was acquired.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

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(End of clause)

I-99 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

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Name of Offeror or Contractor:

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| DESCRIPTION | ITEM | CONTRACT LINE ITEMS | QUANTITY |
|-------------|------|------------------------|----------|
|-------------|------|------------------------|----------|

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| Name of Offeror or Contractor: | | |

Total

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-100 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties -

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for -

(i) Noncommercial items; or

(ii) Commercial items that --

(A) The Contractor is reselling or disributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|---|-------------|--------------------|----------------|
| Exhibit A | DD FORM 1423, CONTRACT DATA REQUIREMENTS LIST | | 012 | |
| Attachment 0001 | STATEMENT OF WORK, PATRIOT MISSILE ENVIRONMENTAL MONITORING SYSTEM (PMEMS) | 07-JUN-2007 | 007 | |
| Attachment 0002 | DOCUMENT SUMMARY LIST | | 003 | |
| Attachment 0003 | PERFORMANCE SPECIFICATION | 18-JUL-2006 | 023 | |

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

| SECTION | TITLE |
|---------|--|
| K | Representations, Certifications and Other Statements of Offeror. |
| L | Instructions And Conditions, and Notices to Offerors. |

| | | |
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | OCT/2006 |
| K-2 | 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION WITH OFFER | DEC/2006 |
| K-3 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/2005 |
| K-4 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | JAN/2006 |

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336419.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- () (i) Paragraph (c) applies.
- () (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| <u>FAR Clause</u> | <u>Title</u> | <u>Date</u> | <u>Change</u> |
|-------------------|--------------|-------------|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

| | | | |
|-----|-----------|--|----------|
| K-5 | 52.222-18 | CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS | FEB/2001 |
|-----|-----------|--|----------|

(a) Definition. Forced of indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the owrker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products

Name of Offeror or Contractor:

Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

_____ -1- _____

_____ -2- _____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, cerifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
 efforts, the offeror certifies that it is not award of any such use of c(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
| | | | |
| | | | |
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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Name of Offeror or Contractor:

K-7 52.225-18 PLACE OF MANUFACTURE SEP/2006
(a) Definitions. As used in this clause --

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000 - 9999, except --

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of Performance means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

- (1) ____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ____ Outside the United States.

(End of provision)

K-8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000
Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

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(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:_____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed:_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

() (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

K-9 52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES APR/2005
The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked "Yes" above, the offeror shall --

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K-10 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005
(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

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Name of Offeror or Contractor:

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(3) The following end products are other foreign end products:

| |
|--------------------------------|
| _____ |
| (Line Item Number) |
| _____ |
| (Country of Origin) (if known) |

(End of provision)

K-11 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| L-2 | 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR/1991 |
| L-3 | 52.215-16 | FACILITIES CAPITAL COST OF MONEY | JUN/2003 |
| L-4 | 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB/1999 |
| L-5 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(End of provision)

L-6 52.233-2 SERVICE OF PROTEST SEP/2006
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from Commander, US Army Aviation & Missile Command, ATTN: AMSAM-AC-SM-P, Redstone Arsenal, AL 25898.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-7 252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM DESCRIPTIONS MAY/2006
NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT
DOCUMENTS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Commander,
U.S. ARMY AVIATION & MISSILE COMMAND
ATTN: AMSAM-AC-SM-P
Redstone Arsenal, AL 35898-5280.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing or other pertinent document.

(End of provision)

L-8 52.215-4712 SUBMISSION OF REQUEST FOR PROPOSALS/OR BIDS (USAAMCOM) JUN/1997
(a) The following wording shall be placed in a conspicuous location on the outside of all packages or envelopes containing proposals/bids in response to Request For Proposals/or Bids:

RFP/IFB -W31P4Q-07-R-0167
DO NOT OPEN IN MAIL ROOM
DELIVER UNOPENED TO: AMSAM-AC-SM-P/Crittenden

(b) Questions on technical and contractual matters or information relating to this RFP/IFB will be submitted in writing to the address in the "Issued by" block on the face of this document.

(End of Provision)

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L-9 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

L-10 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS MAR/2000

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offerors proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offerors proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offerors proposal; and

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(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offerors proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractors investment in the contract.

(e) Evaluation of the offerors proposed prices and financing terms will include whether the offerors proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offerors proposal.

L-11 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS - ALTERNATE I MAR/2000

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offerors proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offerors proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

- (i) Comply with FAR 32.1004;
- (ii) Be reasonable and consistent with all other technical and cost information included in the offerors proposal; and
- (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offerors proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractors investment in the contract.

(e) Evaluation of the offerors proposed prices and financing terms will include whether the offerors proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offerors proposal.

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(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

(End of provision)

L-12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- FAR Clauses:
www.arnet.gov/far
- DFARS Clauses:
www.dtic.mil/dfars
- Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

L-13 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT APR/2007

(a) Definition. Excessive pass-through charge, as used in this provision, is defined in the clause of this solicitation entitled ``Excessive Pass-Through Charges'' (DFARS 252.215-7004).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of Provision)

L-14 52.215-4700 NOTICE: SPECIFICATION INFORMATION (USAAMCOM) AUG/2001

The supplies or services described in the schedule shall be furnished in strict accordance with the specifications, drawings and requirements herein recited or referred to, all of which are incorporated herein and/or made a part hereof by reference.

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For the purpose of purchasing or subcontracting as a result of this solicitation, both the offeror and the Government acknowledge that source notes on drawings, other than controlled source drawings, are for the convenience of a procuring activity. Such notes are not to be construed as restricting the source of procurement. Source information provided for the convenience of the procuring activity may include an advisory contractor part number that is not Government controlled and does not normally reflect a part equivalent to the Army Part Number (APN). Offerors must order and deliver against the APN requirements rather than contractor part numbers.

Where no Army part numbers are listed in the item description contained in the schedule and the items to be furnished are described only by manufacturer's part number or numbers, and if offeror proposes to furnish a revised or replacement part which differs in any respect from the item or items bearing the part number or numbers set forth in the schedule, offeror shall describe such differences. Offeror certifies that the item or items proposed to be furnished are interchangeable in all respects and for all purposes, with the item or items bearing the part numbers listed in the schedule.

In reviewing the drawings and specifications associated with this contract, each offeror is specifically cautioned that some of the component drawings may be identified as 'selected item drawings.' The general definition of a selected item drawing is contained in ASME Y14.100 titled Engineering Drawing Practices. It is noted that a selected item is a peculiar item in one or more characteristics and its use as specified in the technical data package is mandatory.

For selected items, i.e., those that require special screening and inspection for acceptance, it is recommended that this requirement be accomplished by the selected item manufacturer. The offeror must indicate below the point of special screening and inspection for acceptance.

Temperature cycle, stabilization bake, radiographic inspection, burn-in, electrical tests and other processing details required by the selected item drawing and related documentation are mandatory and cannot be waived, modified, changed or otherwise altered without prior approval of the Contracting Officer.

Other versions of Military High Reliability parts (e.g. JAN-TX, etc.) are not acceptable substitutes for Selected Items.

(End of Provision)

L-15 52.215-4716 PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM) MAY/2003

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communications, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of the Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at

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http://www.amc.army.mil/amc/command_counsel/partnering.html.

L-16 52.233-4703 AMC-LEVEL PROTEST PROGRAM (USAAMCOM) MAY/2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-17 52.245-4702 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (USAAMCOM) JUN/1997

a. It is not the desire of the Government to purchase or have purchased for its account any facilities, special tooling and/or special test equipment for use in performance of any contract awarded pursuant to this solicitation.

b. The bidder/offeror is expected to provide all facilities, special tooling, and special test equipment required in the performance of this proposed contract except that existing Government-owned facilities, special tooling and special test equipment (hereinafter described as Government Production and Research Property - FAR 45.301) presently in his possession or in the possession of a proposed subcontractor, which he plans to utilize and which he must identify as required below.

NOTE: FAILURE TO RESPOND TO THE FOLLOWING APPLICABLE PORTIONS OF THIS SPECIAL PROVISION MAY CONSTITUTE BASIS FOR REJECTION OF BID/OFFER AS NONRESPONSIVE.

c. This bid/offer precludes the use of Government production and research property in possession of contractors for which rent is not being paid, or for which rent-free use is not authorized.

d. If proposed use of Government production and research property is subject to existing rental agreement, bidder/offeror will submit with his bid/offer the contract or rental agreement number and name and address of administering contracting officer.

e. If Government production and research property will be used on a rent-free basis the bid/offer must contain, as a minimum, information in response to the following for each line item in the bid/offer:

(1) A list or description of all Government production and research property which the bidder/offeror or his anticipated subcontractors propose to use on a rent-free basis which is already in possession of the bidder/offeror and his subcontractors under other contracts. Descriptions (to include age and/or acquisition cost of each item, as appropriate) shall be included for each category

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of property set forth in Section M.

(2) For Government production and research property already in possession of the bidder/offeror and his proposed subcontractors, identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property without charge.

(3) The amount of use (in months) of Government production and research property, and, with respect to any such property which will be used concurrently in performance of two or more contracts, the amounts of the respective use in sufficient detail to support the proration required for concurrent use.

(4) Maintenance of Government production and research property shall be performed by the bidder/offeror, and separate funding in support of this proposed procurement shall not be provided.

(End of Provision)

L-17. The contractor's proposal shall include the Configuration Management Plan for Government review and approval. The Government approved plan will be included as an attachment to the contract.

L-18. The contractor's proposal shall include a Product Assurance (PA) Plan for Government approval. This plan shall address how all requirements of section 3.2 of the Statement of Work (SOW) will be achieved. The Government approved plan will become an attachment to the contract.

L-19. The contractor's proposal shall include a Software Management Plan for Government approval. This plan shall address how all requirements of section 3.3 of the SOW will be achieved. The Government approved plan will become an attachment to the contract.

L-20. The contractor's proposal shall include a Manufacturing Plan to include manufacturing approach to be executed during the production contract, which includes a fully integrated manufacturing baseline planning with major subcontractor involvement. This plan shall address how all requirements of sections 3.2.1, 3.2.2, and 3.4 of the SOW will be achieved. The Government approved plan will become an attachment to the contract.

*** END OF NARRATIVE L0001 ***